

B. Funding appropriation data is changed as follows (see spreadsheet below for clarity):

From 00912 1721235 25200 421201 0420773 -\$2,200,000 to 00912 1721235 25200 421201 0420773 +\$2,200,000

From 00912 1721235 25200 421201 0420772 -\$550,000 to 00912 1721235 25200 421201 0420772 +\$550,000

	1235 25200 421201 0420773	1235 25200 421201 0420772	EY3544141 251 ORP0014 RV OCHM	00555 1720578 252000 0421492 4212201 420772	00555 1720578 25200 0421493 421201 420773	Totals
Mod A000			\$1,000,000			\$1,000,000
Mod A001	\$2,100,000	\$400,000				\$3,500,000
Mod A003			(\$1,000,000)			\$2,500,000
Mod A004	\$1,511,147	\$150,000				\$4,161,147
Mod A005	\$500,000	\$250,000				\$4,911,147
Mod A006	\$800,000	\$200,000				\$5,911,147
A007	\$900,000	\$100,000				\$6,911,147
A008	(\$2,200,000)	(\$550,000)		\$550,000	\$2,200,000	\$6,911,147
Totals	\$3,611,147	\$550,000	\$0	\$550,000	\$2,200,000	\$6,911,147

C. Contract Clause I.132 is hereby added to this contract. It is as follows:

I.132, WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005)

DEAR 970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005)

(a) Authority to Perform Work for Others. Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 *et seq.*) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.

(b) Contractor's Implementation. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.

(c) Conditions of Participation in Work for Others Program. The Contractor:

(1) Must not perform Work for Others activities that would place it in direct competition with the domestic private sector;

(2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;

(3) Must not commence work on any Work for Others activity until a Work for Others proposal package has been approved by the DOE Contracting Officer or designated representative;

- (4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;
- (5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Work for Others proposal;
- (6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of Work for Others activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;
- (7) Must perform all Work for Others projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;
- (8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE contractor's performance as defined in the DOE approved work for others proposal package; and,
- (9) Must maintain a summary listing of project information for each active Work for Others project, consisting of:
- (i) Sponsoring agency;
 - (ii) Total estimated costs;
 - (iii) Project title and description;
 - (iv) Project point of contact; and,
 - (v) Estimated start and completion dates.
- (d) Negotiation and Execution of Work for Others Agreement.
- (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Work for Others project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Work for Others agreement.
- (2) The Contractor must submit all Work for Others agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
- (e) Preparation of Project Proposals. When the Contractor proposes to perform Work for Others activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.
- (f) Work for Others Appraisals. DOE may conduct periodic appraisals of the Contractor's compliance with its Work for Others Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.
- (g) Annual Work for Others Report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Work for Others Activities under the contract.
- (End of Clause)

D. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by this modification, or otherwise affects any other terms and conditions of this contract, the Contractor must assert its right to an adjustment under the Changes Clause with 30 days from the date of receipt of this modification.

E. All other terms and conditions remain the same.